



# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 11417-6666666-365A082  
Filed 1425

DEC 30 1980-3 40 PM

INTERSTATE COMMERCE COMMISSION

December 22, 1980 Date.....

Fee \$20.00

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 1 ("Rider") dated  
as of July 1, 1980 to Car Leasing Agreement 2708  
("Lease") between North American Car Corporation ("NAC")  
and Farmers Union Elevator Association ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an  
executed counterpart and four certified true copies of the  
Rider, which has been assigned to General Electric Credit and  
Leasing Corporation ("Assignee"), pursuant to a Bailment  
Agreement and Assignment of Leases ("Bailment Agreement")  
dated as of December 18, 1978 and amended on November 15, 1979  
and recorded with the Interstate Commerce Commission on January  
23, 1980, under Recordation No. 11417. Please record this Rider  
under that Recordation number.

The equipment is covered in the Rider and the names and addresses  
of the parties are as follows. The address of the Lessor, North  
American Car Corporation, is 222 South Riverside Plaza, Chicago,  
Illinois 60606 and the address of the above named Lessee is  
Railroad Right of Way, Sarles, North Dakota 58372. Please cross  
index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment  
described in the Rider to the terms of the Lease, thereby  
leasing the same to the Lessee. The Bailment Agreement provides  
that NAC shall hold, lease, maintain and perform certain  
administrative and other services with respect to the equipment  
covered by the Lease and that NAC assigns to Assignee all its  
interest in, but not its obligations under, the Lease (including  
amounts received or credited for mileage compensation relating  
to that leased equipment). The equipment covered by the Lease  
has been or is to be sold to Assignee.

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DOCKET FILES  
BRANCH

**TIGER LEASING GROUP**

Secretary  
Interstate Commerce Commission

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Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II  
Assistant Secretary

enclosure

RECORDATION NO. 11417 GGGGGGGG  
Filed 1428

DEC 30 1980-3 40 PM

CERTIFICATE INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 2708 between North American Car Corporation and Farmers Union Elevator Association dated July 1, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

Louis M. Helms

My Commission Expires 5-6-82.

KEEP  
JCC FILE COPY

GGGGG  
11417-666

RIDER NO. 1  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 2708

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Six (6)	4750 cubic foot capacity covered hopper cars, for shipment of Grain (NAHX 486544 thru 486549)	\$500.00

North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 280.5 as was reported for July, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

For each mile in excess of  $\frac{20,000 \times \text{days in service}}{365}$  that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this First day of July, 1980.

ATTEST:

  
Assistant Secretary

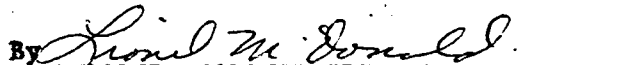
NORTH AMERICAN CAR CORPORATION

By   
Vice President

ATTEST:

  
Secretary

FARMERS UNION ELEVATOR ASSOCIATION

By   
President

This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

CAR LEASING AGREEMENT 2708  
RIDER NO. 1

State of Illinois )  
 ) SS:  
County of Cook )

On this 30th day of July, 1980, before me personally appeared R. C. Underwood, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Lenny Catalano  
Notary Public  
My Commission expires 8-14-83

State of Ill. )  
 ) SS:  
County of Ill. )

On this 1st day of Aug, 1980, before me personally appeared James M. Thompson, to me personally known, who, being by me duly sworn, says that he is a Officer of J. M. E. Co. Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

James M. Thompson  
Notary Public  
My Commission expires 12-24-81